

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BANK OF AMERICA CORPORATION,

Plaintiff,

vs.

ABN AMRO BANK N.V. and,
ABN AMRO HOLDING N.V.,

Defendants.

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ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 7/27/07

07 Civ. 3578 (PKC)

STIPULATION AND ORDER OF DISMISSAL

WHEREAS, on April 22, 2007, Bank of America Corporation ("Bank of America") and ABN AMRO Bank N.V. ("ABN Bank") entered into a Purchase and Sale Agreement (the "PSA") providing for the sale to Bank of America of the ABN Bank subsidiary that holds LaSalle Bank Corporation;

WHEREAS, on May 3, 2007, the Enterprise Chamber of the Amsterdam Court of Appeal issued an order preliminarily enjoining ABN Bank and its parent company, ABN AMRO Holding N.V. ("ABN Holding"), from implementing the PSA pending the approval of ABN Holding's shareholders (the "May 3 Order");

WHEREAS, on May 4, 2007, Bank of America commenced this action alleging, *inter alia*, that by virtue of the May 3 Order, ABN Bank had breached certain of the representations and warranties made to Bank of America in the PSA;

WHEREAS, on July 13, 2007, the Netherlands Supreme Court issued a decision quashing the May 3 Order and ruling that, under Dutch law, the PSA did not require the approval of ABN Holding shareholders and that, in any event, the failure of ABN Holding to obtain shareholder approval had no consequences for the validity of the PSA;

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that:

1. This action is hereby dismissed, pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, without prejudice and without costs to either plaintiff or defendants.
2. Defendants agree that in the related Dutch litigation or in any other pending or future proceeding relating to the PSA, defendants will neither offer this stipulation into evidence nor assert that Bank of America's agreement to dismiss this action constitutes a waiver of any of Bank of America's rights under the PSA or an admission or concession by Bank of America as to (a) the validity or merit of any of the claims asserted or to be asserted by Bank of America in this action, the related Dutch litigation, or in any pending or future proceeding relating to the PSA or (b) Bank of America's entitlement to preliminary or permanent injunctive relief with respect to any such claims.
3. In the event that Bank of America commences another action in this Court against one or both defendants relating to the PSA, counsel for defendants agrees to accept service of process on behalf of defendants in such action.

Dated: New York, New York
July 26, 2007

WACHTELL, LIPTON, ROSEN & KATZ

DAVIS POLK & WARDWELL

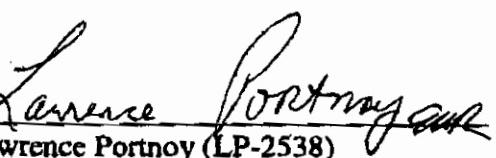
By:



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Attorneys for Plaintiff

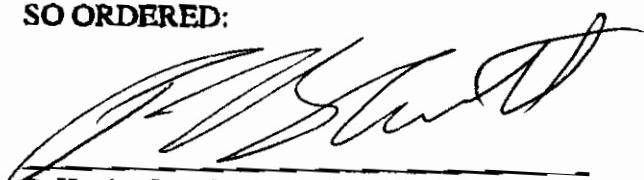
By:



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(212) 450-4000

Attorneys for Defendants

SO ORDERED:



P. Kevin Castel, U.S.D.J.

7-27-07